

EXHIBIT "E"

Affidavit

I, Dr. Yoram Danziger, of the City of Ramat Gan, in the State of Israel, Attorney-at-law, MAKE OATH AND SAY AS FOLLOWS:

1. I am a senior partner with the law firm of Danziger, Klagsbald, Rosen & Co., located in the city of Ramat Gan in the State of Israel. A copy of my resumé is appended to this Affidavit.
2. For the past three years my law firm has represented Interface Partners International Limited (or, more precisely, the Company's Israeli branch), and Mr. Sheldon G. Adelson (respectively, "Interface", "Adelson") in claims that are conducted before the District Labor Court in Tel Aviv between them and Mr. Moshe Hananel ("Hananel").
3. Mr. Franklin H. Levy, Esq., who represents Adelson in a claim that has been filed against Hananel in this Honorable Court, has drawn my attention to the provisions of Article 7 of Chapter 259 of the laws of the State of Massachusetts (Prevention of Frauds and Perjuries), which reads as follows:

"§ 7. Agreements to Pay Compensation for Service as Broker or Finder or for Service for Negotiating Loan, Purchase, etc., Required to be in Writing.

Any agreement to pay compensation for service as a broker or finder or for service rendered in negotiating a loan or in negotiating the purchase, sale or exchange of a business, its good will, inventory, fixtures, or an interest therein, including a majority of voting interest in a corporation, shall be void and unenforceable unless such agreement is in writing, signed by the party to be charged therewith, or by some other person authorized. For the purpose of this section, the term "negotiating" shall include identifying prospective parties, providing information concerning prospective parties, procuring an introduction to a party to the transaction or assisting in the negotiation or consummation of the transaction. The provisions of this section shall apply to a contract implied in fact or in law to pay reasonable compensation but shall not apply to a contract to pay compensation for professional services of an attorney-at-law or a licensed real estate broker or real estate salesman acting in their professional capacity".

4. I have been asked by Mr. Levy to give my professional opinion as to whether a corresponding writing requirement exists also in Israeli law.
5. The answer to this question is negative. According to Israeli law, in the absence of an explicit requirement for agreements of a certain type to be made in writing, agreements may be executed orally. There are only several provisions in Israeli law which invalidate an agreement, in whole or in part, due to the absence of writing. Following are examples of such provisions:
 - 5.1. A real estate transaction – Section 8 of the Land Law, 5729-1969, provides that "an undertaking to perform a real estate transaction requires a document in writing".


- 5.2. A real estate brokerage transaction – Section 9(a) of the Real Estate Brokers Law, 5756-1996, provides that “A real estate broker shall not be entitled to a brokerage fee, unless the client shall have signed a written order for a real estate brokerage action, which order includes all the details determined by the Minister of Justice, with the approval of the Constitution, Law and Justice Committee of the Knesset”.
- 5.3. A future gift transaction – Section 5(a) of the Gift Law, 5728-1968 provides that “an undertaking to give a gift in the future requires a document in writing”.
6. Israeli law contains no general provision that requires that an agreement to pay compensation for service as a broker or finder or for service rendered in negotiating a loan or in negotiating the purchase, sale or exchange of a business, its good will, inventory, fixtures, or an interest therein, including a majority of voting interest in a corporation, be in writing. Therefore, in the absence of a specific statutory provision which provides otherwise, according to Israeli law, agreements of this type may be entered into also orally.
7. I hereby declare that my name is Dr. Yoram Danziger, that the signature hereinbelow is my own and that the content of this my affidavit is the truth.

ד"ר יורם דנציגר, עו"ד
Dr. Yoram Danziger, Adv.

Dr. Yoram Danziger

Certification

In accordance with Section 15 of the Evidence Ordinance [New Version], 5731-1971, I, the undersigned, Gur Bligh, Adv., of 28 Bezalel St., Ramat Gan, certify that on October 27, 2004 appeared before me Dr. Yoram Danziger, who is known to me personally, and who, after I cautioned him to declare the truth, failing which he would be liable for the penalties prescribed by law, signed this affidavit in my presence.


Gur Bligh, Adv.
License No. 32458

דנציגר, קלגסבאלד, רוזן ושות' עורכי-דין

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DR. YORAM DANZIGER

Dr. Yoram Danziger, born in 1953, is the managing partner and co-founder of Danziger, Klagsbald, Rosen & Co., and heads the corporate department of the firm and specializes in Company Law.

Dr. Danziger specializes in all areas of business law and has vast experience in corporate reconstructions, joint ventures and M&A activity. He often serves as legal counsel to international corporations operating in Israel and gained a considerable reputation in the representation of Israeli companies operating worldwide.

Dr. Danziger frequently uses his expertise by serving as an arbitrator and mediator resolving a wide variety of disputes.

Dr. Danziger has been a member of the Israeli Bar Association since 1980. He received LLB and LLM degrees from the University of Tel-Aviv Faculty of Law and, in 1983, a PhD in law from the London School of Economics (University of London) specializing in Take over Bids (Tender Offers).

Dr. Danziger is a former member of the Board of Editors of the Tel-Aviv University Law Review and vice-editor of the Israeli Bar Law Review. Dr. Danziger was awarded the Israeli Association for Parliamentarism's prize, and was appointed by the Minister of Justice to the official committee to review the structure and operations of the Official Receiver and General Custodian.

Dr. Danziger is a lecturer in law in the Tel-Aviv University Faculty of Law since 1981. In 2000, Dr. Danziger published a book entitled "The Right to Information about the Company", and has published a wealth of other legal articles both in Israel and the UK focusing mainly on Company Law.